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COMMON PLEAS DIVISION

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Hamilton County, Ohio
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THOMAS WALTER

A 1300060

**vs.
PETER BECK**

**FILING TYPE: INITIAL FILING (IN COUNTY) WITH JURY
DEMAND**

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**COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

THOMAS E. WALTER

6667 Euclid Avenue
Cincinnati, Ohio 45243

and

CHRISTINE H. WALTER

6667 Euclid Avenue
Cincinnati, Ohio 45243

and

LAWRENCE W. COOK

5539 Silverpoint Drive
Cincinnati, Ohio 45247

and

MICHAEL FARMS, INC.

5089 Urbana Moorefield Road
Urbana, Ohio 43078

and

RICHARD H. TEAGARDEN

121 Teagarden Lane
Greensburg, Pennsylvania 15601

and

CLAIRE C. TEAGARDEN

121 Teagarden Lane
Greensburg, Pennsylvania 15601

and

JACQUELINE SYLVESTER, M.D.

104 Wesley Clark Blvd.
Madison, Alabama 35756

and

Case No. _____

Judge: _____

**COMPLAINT WITH JURY DEMAND
VERIFIED BY THOMAS WALTER,
ROBERT PRANGLEY, AND PETER
BOLAND**

Praecipe to the clerk:

Please serve Defendants with a summons
and copy of the complaint by certified mail
in accordance with Civ. R. 4.1(A).

TRENT HEMINGER

5711 Wilson Lane
Bethesda, MD 20817

and

PETER J. BOLAND

7360 Kelley Court
Cincinnati, Ohio 45241

and

ROBERT E. PRANGLEY

338 Hackamore Court
Cincinnati, Ohio 45215

and

COREY A. JORDAN

6734 Shadowlawn Drive
Alexandria, KY 41001

and

THOMAS P. HEMINGER

7856 St. Rt. 19
Bloomville, Ohio 44818

and

MARCIA J. HEMINGER

7856 St. Rt. 19
Bloomville, Ohio 44818

and

RITA STELLA

1001 L. Street, NW #402
Washington D.C., 20001

Plaintiffs,

vs.

PETER BECK
7234 Abilene Trail
Mason, OH 45040

and

TML CONSULTING, LLC
c/o Statutory Agent for Service of Process
5100 Shattuc Avenue
Cincinnati, Ohio 45208

and

JANET COMBS
5100 Shattuc Avenue
Cincinnati, Ohio 45208

and

**ARK BY THE RIVER FELLOWSHIP
MINISTRY**
c/o William A. Brandwein
5100 Shattuc Avenue
Cincinnati, Ohio 45208

and

CHIP DEMOIS
8700 Cincinnati-Dayton Road
West Chester, Ohio 45069

and

**DONOVAN DONOHOO, JR. AND
ASSOCIATES, INC., n/k/a
DONOHOO, CUPP, BECK, &
ASSOCIATES, INC.**
726 Lila Avenue
Milford, Ohio 45150

and

ABC Company No. 1
Cincinnati, OH 45202

and

ABC Company No. 2
Cincinnati, OH 45202

Defendants.

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COMPLAINT

Plaintiffs, Thomas and Christine Walter, Lawrence W. Cook, Michael Farms, Inc., Richard and Claire Teagarden, Jacqueline Sylvester, M.D., Trent Heminger, Peter J. Boland, Robert E. Prangley II, Corey A. Jordan, Thomas P. and Marcia J. Heminger, and Rita Stella, for their Complaint against TML Consulting, LLC, the Estate of Thomas M. Lysaght, Janet Combs, Peter A. Beck, Donovan Donohoo, Jr. and Associates, Inc., CRT Resources, Inc., Chip DeMois, and the Ark by the River Fellowship Ministry, state as follows:

THE PARTIES

1. Plaintiffs, Thomas and Christine Walter ("Walters"), are married individuals who reside in Hamilton County, Ohio.
2. Plaintiff, Lawrence W. Cook ("Cook"), is an individual who resides in Hamilton County, Ohio.
3. Plaintiff, Michael Farms, Inc. ("Michael Farms"), is a corporation organized under the laws of the State of Ohio with its principal place of business in Champaign County, Ohio.
4. Plaintiffs, Richard and Claire Teagarden ("Teagardens"), are married individuals who reside in Westmoreland County, Pennsylvania.
5. Plaintiff, Jacqueline Sylvester, M.D. ("Sylvester"), is an individual who resides in Madison County, Alabama.

6. Plaintiff, Trent Heminger (“Heminger”), is an individual who resides in Montgomery County, Maryland
7. Plaintiff, Peter Boland (“Boland”), is an individual who resides in Warren County, Ohio.
8. Plaintiff, Robert E. Prangley (“Prangley”), is an individual who resides in Hamilton County, Ohio.
9. Plaintiff, Corey A. Jordan (“Jordan”), is an individual who resides in Campbell County, Kentucky.
10. Plaintiffs, Thomas and Marcia Heminger (“Hemingers”), are individuals who reside in Seneca County, Ohio.
11. Plaintiff, Rita Stella (“Stella”) is an individual who resides in Washington, D.C.
12. Defendant, TML Consulting, LLC (“TML”), is a limited liability company organized under the laws of the State of Ohio.
13. Defendant, Estate of Thomas M. Lysaght (“Estate”), is the Estate for Thomas M. Lysaght (“Lysaght”), deceased. Edwin L. Hoseus, Jr. was appointed the Administrator of the Estate by the Hamilton County Probate Court on May 23, 2011.
14. Defendant, Janet Combs (“Combs”), is an individual who resides in Hamilton County, Ohio.
15. Defendant, Ark by the River Fellowship Ministry (“Ark by the River”), is a corporation organized under the laws of the State of Ohio, with its principal place of business in Hamilton County, Ohio.
16. Defendant, Peter A. Beck (“Beck”), is an accountant and consultant and a resident of Warren County, Ohio.

17. Defendant, Chip DeMois ("DeMois"), is a consultant and an individual who resides in Hamilton County, Ohio.
18. Defendant, Donovan, Donohoo, Jr. and Associates, Inc. which is now known as Donohoo, Cupp, Beck, & Associates, Inc. ("Donohoo"), is a corporation organized under the laws of the State of Ohio with its principal place of business in Clermont County, Ohio.
19. Defendant ABC Company No. 1 is a law firm located in Cincinnati, OH, which did work for Defendants TML and Beck, that may have had knowledge of other Defendants' illegal activity.
20. Defendant ABC Company No. 2 is a law firm located in Cincinnati, OH, which did work for Defendants TML and Beck, that may have had knowledge of other Defendants' illegal activity.

JURISDICTION AND VENUE

21. The Court has personal jurisdiction over the Defendants because they reside in or regularly transact business in Ohio.
22. Venue is also proper in this Court pursuant to Ohio Rule of Civil Procedure 3(B)(1) and (2) because Hamilton County is the county in which one or more of the Defendants reside or have their principal place of business.

FACTS COMMON TO ALL CLAIMS

23. Lysaght hired DeMois, owner of CRT Resources, Inc., a corporate financial management advisory services firm, to manage TML.
24. DeMois was engaged in business consulting, fund raising, and became the CEO of TML.
25. During the negotiations with Michael Farms, DeMois represented himself as the CEO of TML and closed the transaction on behalf of Lysaght.

26. Beck, a CPA and partner with Donohoo worked closely with Lysaght and Combs in all aspects of their business and church matters.
27. Beck generated the financial statements and tax returns for the Ark by the River since the mid 1990s.
28. At various times, Beck was also an authorized signer on the checking account for the Ark by the River.
29. Additionally, Beck was closely involved with all financial reporting of TML, including the providing of consulting services and providing information to the tax attorney for Ark by the River, William A. Brandwein, tax attorney for TML, detailing TML's activities.
30. In addition, Beck was a CFO of Christopher Technologies ("CT"), a start up software company that Lysaght, Fussner, and Woods initially organized and provided fundraising services for.
31. Beck sold ownership interest in CT and solicited loans for this entity.
32. Donohoo, along with Beck, was the CPA firm retained by CT to generate audited financial statements and tax returns for the purpose of showing prospective investors that the financial condition of not only CT, but also TML were sound and in good standing.
33. At the time Beck provided such financial information to potential investors, he was aware, or should have been aware, that the financial condition of both entities was very poor.
34. Lysaght, with Combs' knowledge and consent, contacted each of the Plaintiffs on numerous occasions for the sole purpose of soliciting them for investments in TML.

35. In each instance, these named Defendants promised that Plaintiffs' investments would be used to fund the business operations of TML or be invested in other companies in which TML was involved.

PLAINTIFFS' INVESTMENTS

- **LAWRENCE COOK**

36. In 2006, Lysaght approached Plaintiff Cook to solicit him to invest in a company known as STAT Surgical Development ("STAT"). Based on Lysaght's representations, Cook agreed to invest \$25,000 in STAT.
37. Shortly after investing, STAT ceased business operations.
38. Lysaght represented to Cook that his \$25,000 investment would be transformed into a membership interest in TML.
39. Lysaght, with the knowledge and consent of Combs and TML, continued to solicit Cook with the intention of having Cook invest additional monies in TML.
40. Specifically, Lysaght made promises to Cook regarding multiple business opportunities that TML was going to be involved in. Lysaght further promised Cook the return on his investment would be significant.
41. In 2007 Cook invested \$50,000 in CT based on Lysaght's representations, giving Cook a 7/10 of 1percent ownership of the in the company.
42. In reliance on Lysaght's representation, Cook made multiple subsequent investments in TML in 2007 through 2008. Cook's total investment in TML was \$90,000, which Lysaght stated represented a 2.5percent membership interest in TML.

- **THOMAS AND CHRISTINE WALTER**

43. In or around July 2008, Lysaght and Beck, with the knowledge and consent of Combs, solicited the Walters for the purpose of obtaining investments in CT.
44. Lysaght represented that the investment of \$150,000 would acquire a 2percent ownership in CT.
45. The Walters were convinced to invest based on a meeting arranged by Lysaght with Beck, CPA and CFO of CT, who convinced the Walters that the company was in good financial condition and that this was a sound investment for them.
46. Based upon representations made by Beck, Walters wired funds directly to Beck at CT.
47. Based on Lysaght's and Beck's representations, the Walters made numerous investments in TML. Lysaght assured the Walters that with DeMois's business expertise and Beck's financial guidance TML was solvent and investments were being made in numerous companies.
48. The Walters initially invested \$60,000 in TML.
49. Lysaght represented the Walters' \$60,000 investment equated to a 1.2 percent membership interest in TML (See Exhibit "D").
50. In March 2009, Lysaght, with the knowledge and consent of Combs and Beck, again solicited the Walters for an additional investment. Again, Lysaght represented the investment would be used in such a way that would permit TML to take advantage of business opportunities.
51. Lysaght specifically represented the additional investment would be used by TML to fund CT, MuseAegis Entertainment, and other companies.

- **TRENT HEMINGER**

- 52. In June 2007, Lysaght, with the knowledge and consent of Combs, solicited Trent Heminger for an investment in CT.
- 53. Based on representations given, Heminger invested \$100,000 for a 1.6 percent interest in CT.

- **THOMAS AND MARCIA HEMINGER**

- 54. In August 2007, Lysaght, with the knowledge and consent of Combs solicited Hemingers for an investment in CT.
- 55. Based on representations given, Heminger invested \$50,000 for a .8 percent ownership in CT.

- **ROBERT PRANGLEY, PETER BOLAND, AND COREY JORDAN**

- 56. From September through December 2007 Beck solicited Prangley, Boland, and Jordan for an investment in CT.
- 57. Based on representations given Prangley, Boland, and Jordan, each invested \$50,000 in CT. for a .7 percent ownership in CT for each investor.
- 58. From May 2008 through August 2008 Lysaght, Beck, and CT, CEO John Fussner, solicited, negotiated, and executed a \$50,000.00 Promissory Note to each, with Prangley, Boland, and Jordan, a total of \$150,000. The notes were due 6-30-2010. The notes are all in default. (See Exhibit "A").

- **RICHARD AND CLAIRE TEAGARDEN**

- 59. From October 2005 to January 2006, Lysaght, with the knowledge and approval of Combs, solicited the Teagardens to invest in STAT.
- 60. Based on Lysaght's representations, the Teagardens invested \$75,000 into STAT.

61. After STAT ceased doing business, Lysaght represented to the Teagardens that their \$75,000 initial investment would be transformed into a membership interest in CT.
62. Lysaght, with the knowledge and consent of Combs and TML, continued to solicit the Teagardens with the intention of having them invest additional monies in TML.
63. Based on Lysaght's representations, on October 6, 2010, TML executed a promissory note to the Teagardens in the amount of \$15,000.00 (See Exhibit "B").
64. The promissory note is currently in default.

- **JACQUELINE SYLVESTER, M.D.**

65. Lysaght, with the knowledge and approval of Combs, solicited Dr. Sylvester to invest in CT.
66. Based on Lysaght's representations, Dr. Sylvester invested \$50,000.00 in CT.

- **RITA STELLA**

67. Lysaght, with the knowledge and approval of combs, solicited Stella to invest in CT.
68. Based on Lysaght's representations, Stella invested \$50,000.00 in CT.

- **MICHAEL FARMS, INC.**

69. Lysaght and DeMois, with the knowledge and approval of Combs, solicited Michael Farms to invest in TML.

70. Based on Lysaght and DeMois' representations, on March 8, 2010 Michael Farms invested \$500,000.00 in TML in exchange for an ownership interest (See Exhibit "C").

DEFENDANTS' MISCONDUCT

71. After investing nearly \$1 million in TML, Plaintiffs became increasingly concerned with the status of their investments as all named Defendants failed to keep them properly informed concerning TML's business operations and financial performance. Lysaght and Combs evaded Plaintiffs' numerous requests for information concerning TML. When Defendants were responsive to Plaintiffs' requests, they misrepresented the status of their investments and failed to disclose the true condition of TML's business operations.
72. Lysaght passed away on November 15, 2010.
73. Following Lysaght's death, Plaintiffs continued to look for information regarding their investments and the status of TML.
74. A number of Plaintiffs continued to reach out to Combs and Beck for information. All of these named Defendants either denied having any knowledge regarding TML, or ignored Plaintiff's' requests altogether.
75. In March 2011, attorney, William A. Brandwein, sent a letter to the Teagardens on behalf of Combs explaining both Lysaght and TML are insolvent. Brandwein stated that Combs had no involvement or knowledge of Lysaght or TML's business.
76. Subsequent to attorney Brandwein's letter, Plaintiffs received information demonstrating Lysaght, TML, and Combs misappropriated the funds from Plaintiffs' investments and used Plaintiffs' funds for purposes unrelated to

TML's business. Further, the information demonstrated the investments were not used for business development purposes as promised by Lysaght and Beck.

77. Lysaght, TML, Combs, and Ark by the River misappropriated and converted Plaintiffs' investments by, among other things, paying money to Ark by the River, of which Combs is listed as the "Pastor," paying other investors, and withdrawing significant sums of cash from TML and CT's accounts for undisclosed reasons, including the payment of substantial commissions and consulting fees to Beck, Donohoo, DeMois, and various law firms.
78. Lysaght, TML, Combs, Beck, and DeMois engaged in a pattern of behavior wherein they all would solicit investments, and once the investment was paid into TML and CT's accounts, these Defendants would immediately misappropriate and convert the investment. Examples of this pattern of behavior include, but are not limited to, the following:
 - A. On March 8, 2010, Michael Farms' \$500,000 investment was deposited into TML's bank account. The next day, Combs wrote a check from TML's account to Defendant, Ark by the River, in the amount of \$100,000. Two days later, Lysaght wrote another check from TML's account payable to Jeff Hauck in the amount of \$58,300. Jeff Hauck was an investor in Christopher Technologies along with a number of the Plaintiffs. His wife, Angie, is Janet Combs assistant, and Jeff and Angie are members of Ark By the River. None of the other investors were or have been repaid. Five days later, \$15,000 was wired to TML CEO DeMois's consulting company CRT Resources, Inc. The following week a payment of \$2,933 was made to Donohoo. The same week Beck, who was running for State Representative for the State of Ohio received a check for \$5,000 made payable to his campaign fund, Friends of Pete Beck, treasurer Donohoo. There was another check written to Beck's campaign from the TML investor's account on August 23, 2010, for \$10,000. A check was written for \$25,000 to Thompson Hine law firm to establish a TML angel fund unbeknownst to Plaintiffs. The investors gave no authorization for these expenditures.

- B. On June 15, 2007, Plaintiff, Cook's, \$30,000 investment was deposited into TML's bank account. On June 18, 2007, Combs wrote a check from TML's account to Ark by the River in the amount of \$10,000. The next day Combs wrote another check from TML's account to Ark by the River in the amount of \$5,000. Additional checks to Ark by the River were signed by Combs out of TML's account in the amounts of \$20,000 and \$58,000 on August 20, 2007 and September 28, 2007, respectively. Donovan Donohoo Jr. & Associates, Inc. Certified Public Accountants generated the financial statements for Ark by the River. In 2007 there were \$133,000 in funds transferred from TML to the Ark by the River by checks written by Combs. These deposits were referred to as "unknown income" on the financial statements.
- C. Throughout 2008, 2009, and 2010, Combs wrote multiple checks from TML's account to Ark by the River, representing hundreds of thousands of dollars.
- D. Throughout 2008, 2009, and 2010, numerous cash withdrawals were made from TML's account. Upon information and belief, the funds from these withdrawals were used for purposes unrelated to TML's business and for purposes not contemplated by Plaintiffs when they invested in TML.
79. To date, Plaintiffs have not received any of their investments back from TML, nor have they received any benefit whatsoever from TML or any of the other Defendants.

FIRST CLAIM FOR RELIEF:
FRAUD AGAINST THOMAS AND CHRISTINE WALTER

80. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
81. Lysaght and Beck, with the knowledge of and approval of Combs, made false representations of fact when they solicited the Walters for investments in TML.
82. Lysaght and Beck's representations to the Walters were material to the Walters' decision to invest \$150,000.00 in TML (See Exhibit "D").

83. Lysaght and Beck's representations and promises to the Walters were made with the intent to mislead the Walters and cause them invest companies from which the Defendants could then misappropriate funds.
84. The Walters were justified in relying on the representations of Lysaght and Beck concerning the financial viability of TML.
85. The Walters were injured as a result of Lysaght and Beck's misrepresentations concerning the financial viability of TML.
86. The Walters should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

SECOND CLAIM FOR RELIEF:
FRAUD AGAINST LAWRENCE COOK

87. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
88. Lysaght made false representations of fact when he approached Cook for investments in STAT and TML.
89. Lysaght's representations were material to Cook's decision to invest \$90,000.00 in STAT and TML.
90. Lysaght's representations and promises to Cook were made with the intent to mislead Cook and to cause him to invest companies from which the Defendants could then misappropriate funds.
91. Cook was justified in relying on the representations by Lysaght concerning the financial viability of STAT and TML.
92. Cook was injured as a result of Lysaght's fraudulent misrepresentations against Cook.

93. Cook should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght's fraud.

THIRD CLAIM FOR RELIEF:
FRAUD AGAINST RICHARD AND CLAIRE TEAGARDEN

94. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
95. Lysaght, with the knowledge of and approval of Combs, made false representations of fact when they solicited the Teagardens for investments in STAT and TML.
96. Lysaght's representations to the Teagardens were material to the Teagardens' decision to accept promissory notes from and invest in STAT and TML (See Exhibit "B").
97. Lysaght's representations and promises to the Teagardens were made with the intent to mislead the Teagardens and cause them invest in companies from which the Defendants could then misappropriate funds.
98. The Teagardens were justified in relying on the representations of Lysaght concerning the financial viability of STAT and TML.
99. The Teagardens were injured as a result of Lysaght's misrepresentations concerning the financial viability of STAT and TML.
100. The Teagardens should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght's fraud.

FOURTH CLAIM FOR RELIEF:
FRAUD AGAINST PETER BOLAND—INVESTMENTS

101. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
102. Beck made false representations of fact when he solicited Boland for investments in CT.
103. Beck's representations to Boland were material to Boland's decision to invest \$50,000.00 in CT.
104. Beck's representations and promises were made with the intent to mislead Boland and to cause him to invest in a company from which the Defendants could then misappropriate funds.
105. Boland was justified in relying in relying on the representations by Beck concerning the financial viability of CT.
106. Boland was injured as a result of Beck's fraudulent misrepresentations against Boland.
107. Boland should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Beck's fraud.

FIFTH CLAIM FOR RELIEF:
FRAUD AGAINST PETER BOLAND—LOANS

108. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
109. Lysaght and Beck made false representations of fact when they solicited a \$50,000.00 promissory note from Boland (See Exhibit "A").
110. Lysaght and Beck's representations to Boland were material to Boland's decision to accept the promissory note.

- 111. Lysaght and Beck's representations and promises to Boland were made with the intent to mislead Boland and cause him to enter into an agreement that the Defendants had no intention of honoring.
- 112. The promissory note is currently in default.
- 113. Boland was justified in relying on the representations by Lysaght and Beck.
- 114. Boland was injured as a result of Lysaght and Beck's fraudulent misrepresentations against Boland.
- 115. Boland should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

SIXTH CLAIM FOR RELIEF:
FRAUD COMMITTED AGAINST ROBERT PRANGLEY—INVESTMENTS

- 116. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
- 117. Beck made false representations of fact when he solicited Prangley for investments in CT.
- 118. Beck's representations to Prangley were material to Prangley's decision to invest \$50,000.00 in CT.
- 119. Beck's representations and promises were made with the intent to mislead Prangley and to cause him to invest in a company from which the Defendants could then misappropriate funds.
- 120. Prangley was justified in relying in relying on the representations by Beck concerning the financial viability of CT.
- 121. Prangley was injured as a result of Beck's fraudulent misrepresentations against Prangley.

122. Prangley should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Beck's fraud.

SEVENTH CLAIM FOR RELIEF:
FRAUD COMMITTED AGAINST ROBERT PRANGLEY—LOANS

123. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
124. Lysaght and Beck made false representations of fact when they solicited a \$50,000.00 promissory note from Prangley (See Exhibit "A").
125. Lysaght and Beck's representations to Prangley were material to Prangley's decision to accept the promissory note.
126. Lysaght and Beck's representations and promises to Prangley were made with the intent to mislead Prangley and cause him to enter into an agreement that the Defendants had no intention of honoring.
127. The promissory note is currently in default.
128. Prangley was justified in relying on the representations by Lysaght and Beck.
129. Prangley was injured as a result of Lysaght and Beck's fraudulent misrepresentations against Prangley.
130. Prangley should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

EIGHTH CLAIM FOR RELIEF:
FRAUD AGAINST COREY JORDAN—INVESTMENTS

131. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.

132. Beck made false representations of fact when he solicited Jordan for investments in CT.
133. Beck's representations to Jordan were material to Jordan's decision to invest \$50,000.00 in CT.
134. Beck's representations and promises were made with the intent to mislead Jordan and to cause him to invest in a company from which the Defendants could then misappropriate funds.
135. Jordan was justified in relying in relying on the representations by Beck concerning the financial viability of CT.
136. Jordan was injured as a result of Beck's fraudulent misrepresentations against Jordan.
137. Jordan should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Beck's fraud.

NINTH CLAIM FOR RELIEF:
FRAUD AGAINST COREY JORDAN—LOANS

138. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
139. Lysaght and Beck made false representations of fact when they solicited a \$50,000.00 promissory note from Jordan (See Exhibit "A").
140. Lysaght and Beck's representations to Jordan were material to Jordan's decision to accept the promissory note.
141. Lysaght and Beck's representations and promises to Jordan were made with the intent to mislead Jordan and cause him to enter into an agreement that the Defendants had no intention of honoring.
142. The promissory note is currently in default.
143. Jordan was justified in relying on the representations by Lysaght and Beck.

144. Jordan was injured as a result of Lysaght and Beck's fraudulent misrepresentations against Jordan.
145. Jordan should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

TENTH CLAIM FOR RELIEF:
FRAUD AGAINST THOMAS AND MARCIA HEMINGER

146. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
147. On information and belief, Lysaght, with the knowledge and consent of Combs, Beck, and DeMois, made false representations of fact when he solicited the Hemingers for investments in CT.
148. Lysaght's representations to the Hemingers were material to the Hemingers' decision to invest \$50,000.00 in CT.
149. Lysaght's representations and promises were made with the intent to mislead the Hemingers and to cause them to invest in a company from which the Defendants could then misappropriate funds.
150. The Hemingers were justified in relying in relying on the representations by Lysaght concerning the financial viability of CT.
151. The Hemingers were injured as a result of Lysaght's fraudulent misrepresentations against the Hemingers.
152. The Hemingers should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght's fraud.

ELEVENTH CLAIM FOR RELIEF:
FRAUD AGAINST TRENT HEMINGER

153. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
154. On information and belief, Lysaght, with the knowledge and consent of Combs, Beck, and DeMois, made false representations of fact when he solicited Heminger for investments in CT.
155. Lysaght's representations to Heminger were material to the Heminger's decision to invest \$100,000.00 in CT.
156. Lysaght's representations and promises were made with the intent to mislead Heminger and to cause him to invest in a company from which the Defendants could then misappropriate funds.
157. Heminger was justified in relying in relying on the representations by Lysaght concerning the financial viability of CT.
158. Heminger was injured as a result of Lysaght's fraudulent misrepresentations against Boland.
159. Heminger should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght's fraud.

TWELFTH CLAIM FOR RELIEF:
FRAUD AGAINST RITA STELLA

160. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
161. Lysaght and Beck, with the knowledge of and approval of Combs, made false representations of fact when they solicited Stella for investments in CT.

- 162. Lysaght and Beck's representations to Stella were material to Stella's decision to invest in CT.
- 163. Lysaght and Beck's representations and promises to Stella were made with the intent to mislead Stella and cause her to invest in companies from which the Defendants could then misappropriate funds.
- 164. Stella was justified in relying on the representations of Lysaght and Beck concerning the financial viability of CT.
- 165. Stella was injured as a result of Lysaght and Beck's misrepresentations concerning the financial viability of CT.
- 166. Stella should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

THIRTEENTH CLAIM FOR RELIEF:
FRAUD AGAINST DR. JACQUELINE SYLVESTER

- 167. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
- 168. On information and belief, Lysaght and Beck, with the knowledge of and approval of Combs, made false representations of fact when they solicited Dr. Sylvester for investments in CT.
- 169. Lysaght and Beck's representations to Dr. Sylvester were material to Dr. Sylvester's decision to invest in CT.
- 170. Lysaght and Beck's representations and promises to Dr. Sylvester were made with the intent to mislead Dr. Sylvester and cause her to invest companies from which the Defendants could then misappropriate funds.
- 171. Dr. Sylvester was justified in relying on the representations of Lysaght and Beck concerning the financial viability of CT.

172. Dr. Sylvester was injured as a result of Lysaght and Beck's misrepresentations concerning the financial viability of CT.
173. Dr. Sylvester should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and Beck's fraud.

**FOURTEENTH CLAIM FOR RELIEF-
FRAUD AGAINST MICHAEL FARMS, INC.**

174. Plaintiffs incorporate by reference the forgoing paragraphs as if fully set forth herein.
175. Lysaght and DeMois, with the knowledge of and approval of Combs, made false representations of fact when they solicited Michael Farms for investments in TML.
176. Lysaght and DeMois's representations to Michael Farms were material to Michael Farms' decision to invest \$500,000.00 in TML (See Exhibit "C").
177. Lysaght and DeMois's representations and promises to Michael Farms were made with the intent to mislead Michael Farms and cause it to invest companies from which the Defendants could then misappropriate funds.
178. Michael Farms was justified in relying on the representations of Lysaght and DeMois concerning the financial viability of TML.
179. Michael Farms was injured as a result of Lysaght and DeMois's misrepresentations concerning the financial viability of TML.
180. Michael Farms should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Lysaght and DeMois's fraud.

FIFTEENTH CLAIM FOR RELIEF:
FRAUD—LOANS

181. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
182. Lysaght, with the knowledge and consent of Combs and TML asked Plaintiffs for loans on behalf of TML. Lysaght represented the loans were needed to take advantage of business opportunities and would be paid back with interest.
183. Upon information and belief, Defendants knew TML would not pay back the loans and that Defendants would subsequently convert the loan debt to membership interests, which constitute an unregistered security. Those interests are now valueless.
184. Had Plaintiffs been aware of Defendants' intentions with respect to the loans, they would not have loaned the money to TML.
185. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs have incurred damages in an amount to be proven at trial, but no less than \$25,000 plus interest and punitive damages.

SIXTEENTH CLAIM FOR RELIEF:
VIOLATION OF R.C. §1707.44

186. Plaintiffs incorporate by reference the foregoing paragraphs as if fully set forth herein.
187. Lysaght, Beck, and DeMois, with the knowledge and consent of Combs, TML, and Ark by the River, made several false representations to Plaintiffs regarding the business operations of TML.
188. In reliance on the representations made by these Defendants, Plaintiffs agreed to invest in TML.

189. Plaintiffs received and executed subscription agreements to purchase membership units in TML (See Exhibit "D").
190. These named Defendants continued to make false representations about TML's financial condition and future prospects for several months.
191. The false representations of all named Defendants were made for the purpose of selling securities in the State of Ohio. None of the Defendants had a Securities License with the State of Ohio during this period.
192. Combs and Ark by the River caused Lysaght, Beck, and DeMois to make the false representations as they stood to receive improper benefits from Plaintiffs' investments.
193. Defendants' conduct constitutes a violation of O.R.C. §1707.44(B)(4).
194. As a direct and proximate result of Lysaght's, Beck's, and DeMois' violation of O.R.C. §1707.44(B)(4), Plaintiffs have incurred damages in an amount to be proven at trial, but no less than \$25,000.

SEVENTEENTH CLAIM FOR RELIEF:
BREACH OF LOAN AGREEMENTS

195. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
196. Lysaght and Beck asked Plaintiffs for loans on behalf of TML. Lysaght and Beck represented the loans were needed to take advantage of business opportunities and would be paid back with interest.
197. Based on Lysaght's and Beck's representations, Plaintiffs agreed to loan money to TML with the agreement that the loans would be paid back in full with interest.

198. TML did not use the loan proceeds for business-related purposes nor did TML repay the loans. TML never made any principal or interest payments on the loans as promised.
199. TML's failure to repay the loans constitutes a breach of agreement.
200. As a direct and proximate result of TML's breach. Plaintiffs have incurred damages in an amount to be proven at trial, but no less than \$25,000 plus interest.

EIGHTEENTH CLAIM FOR RELIEF:
UNJUST ENRICHMENT

201. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
202. Plaintiffs invested in and/or loaned money to TML and CT, with the understanding and expectation the proceeds would be used for business-related purposes and, in the case of the loans, repaid in a timely manner with interest.
203. The investments and loans here conferred at Plaintiffs' expense and under circumstances that would make it unjust for Defendants to retain the benefits of the proceeds without reimbursing Plaintiffs.
204. As a direct and proximate result of Defendants' failure to return Plaintiffs' money, Defendants have been unjustly enriched and Plaintiffs have incurred damages in an amount to be proven at trial but no less than \$25,000.

NINETEENTH CLAIM FOR RELIEF:
CONVERSION

205. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.

206. Plaintiffs invested their money with the understanding and agreement that such money would be used for business-related purposes for TML.
207. Defendants converted Plaintiffs' money for their own use and for purposes unrelated to TML.
208. Combs also converted Plaintiffs' money for her own use and for purposes unrelated to TML by writing numerous checks to her church, Ark by the River. Neither Combs nor Ark by the River has returned any of Plaintiff's' money.
209. Beck, Donohoo and DeMois paid themselves through TML and/or CT substantial sums of money for alleged consulting and accounting services, which amounts paid were over and above anything that was ever represented by any of these Defendants.
210. Plaintiffs have repeatedly asked for their money to be returned. To date, Plaintiffs have not received any of their money.
211. As a direct and proximate result of Defendants' conversion. Plaintiffs have been damaged in an amount to be proven at trial, but not less than \$25,000.
212. Defendants' conduct was malicious, deliberate, gross, and egregious, entitling Plaintiffs to an award of punitive damages.

TWENTIETH CLAIM FOR RELIEF:
NEGLIGENCE

213. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
214. As financial consultants to Plaintiffs and investors of Plaintiffs' money, Defendants owed a duty to Plaintiffs to adequately disclose to Plaintiffs all material facts reasonably necessary to Plaintiffs' investments and to use

Plaintiffs' money in good faith and for the business-related purposes for which the money was originally invested.

- 215. Defendants failed to discharge their duty when they unreasonably failed to disclose to Plaintiffs the dire financial situations of CT and TML.
- 216. Additionally, Defendants failed to discharge their duty when they misappropriated investment funds for personal use.
- 217. Defendants' actions are the legal and proximate cause of grave financial injury to Plaintiffs.
- 218. As a result of their negligence, Defendants owe Plaintiffs for all damages Plaintiffs have incurred, plus all incidental and consequential damages.

TWENTY-FIRST CLAM FOR RELIEF:
CIVIL CONSPIRACY

- 219. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
- 220. Through repeated acts of fraud and misrepresentation, Defendants engaged in a civil conspiracy to defraud Plaintiffs of their investments.
- 221. The overall actions of the Defendants demonstrate the existence of a malicious combination of more than two persons acting to injure Plaintiffs' property.
- 222. Defendants' civil conspiracy is supported by unlawful, intentional acts of fraudulent misrepresentation.
- 223. As a result of Defendants' operation of a civil conspiracy, Plaintiffs have lost over \$1,000,000.00 in investments.

224. Plaintiffs should be awarded damages, including compensatory, incidental, consequential, and punitive damages as a result of Defendants' civil conspiracy.

TWENTY-SECOND CLAIM FOR RELIEF:
CONSTRUCTIVE TRUST OVER ASSETS
OF COMBS AND ARK BY THE RIVER

225. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.
226. Through their fraudulent conduct, Defendants illegally converted to their own use hundreds of thousands of dollars from Plaintiffs, which were to be used for the business purposes of TML.
227. Plaintiffs never authorized Defendants to receive and use their investments or loan proceeds for personal expenses, which were in no way related to TML.
228. Plaintiffs never authorized Defendants to receive and use their investments for their own purposes.
229. Defendants, Combs and Ark by the River, are wrongfully holding Plaintiffs' property and are subject to an equitable duty to convey these misappropriated funds to Plaintiffs. Combs and Ark by the River will be unjustly enriched if they are permitted to retain these misappropriated funds.
230. A constructive trust should be imposed over the funds misappropriated by Combs and Ark by the River because it is against the principles of equity that these misappropriated funds continue to be retained by Combs and Ark by the River.

WHEREFORE, Plaintiffs request that judgment be entered against these Defendants as follows:

1. As to Claim One, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
2. As to Claim Two, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
3. As to Claim Three, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
4. As to Claim Four, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
5. As to Claim Five, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
6. As to Claim Six, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
7. As to Claim Seven, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
8. As to Claim Eight, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
9. As to Claim Nine, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
10. As to Claim Ten, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,

11. As to Claim Eleven, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
12. As to Claim Twelve, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
13. As to Claim Thirteen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
14. As to Claim Fourteen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
15. As to Claim Fifteen, that Plaintiffs purchase of TML membership interests be rescinded pursuant to R.C. §1707.43 and their entire investment be returned plus interest and costs; and,
16. As to Claim Sixteen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
17. As to Claim Seventeen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
18. As to Claim Eighteen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,

19. As to Claim Nineteen, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
20. As to Claim Twenty, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and,
21. As to Claim Twenty-One, that Plaintiffs be awarded damages in an amount to be proven at trial, but not less than \$25,000, plus interest and punitive damages; and
22. As to Claim Twenty-Two, a constructive trust over all monies wrongfully appropriated by Defendants, Combs, and Ark by the River.
23. As to all Claims, that Plaintiffs be awarded their costs and reasonable attorney's fees incurred in this action, interest, and such further, necessary, and proper relief as this Court may deem proper.

Respectfully submitted,

/s/ J. Thomas Hodges
J. Thomas Hodges (0082511)
Attorney for Plaintiffs
708 Walnut St., Ste. 600
Cincinnati, OH 45202
(phone) 513.421.8454
tom@jthlaw.com

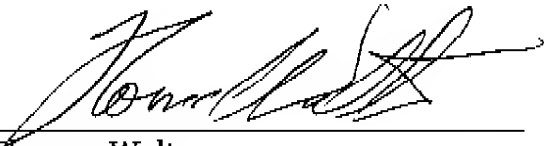
JURY DEMAND

Plaintiffs hereby demand a jury for all issues triable.

/s/ J. Thomas Hodges
Attorney for Plaintiffs

VERIFICATION

Comes now Thomas Walter and states that he has read the foregoing Complaint and the statements made therein are true and correct to the best of his knowledge and belief.



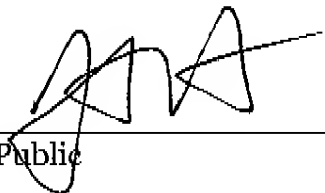
Thomas Walter

State of Ohio)
)
County of Hamilton)

Sworn to and acknowledged before me, this 28th day of January, 2012 by Thomas Walter.




JAMES T. HODGES
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

VERIFICATION

Comes now Robert Prangley and states that he has read the foregoing Complaint and the statements made therein are true and correct to the best of his knowledge and belief.



Robert Prangle

State of Ohio)
)
County of Hamilton)

Sworn to and acknowledged before me, this 28th day of January, 2012 by Robert Prangley.



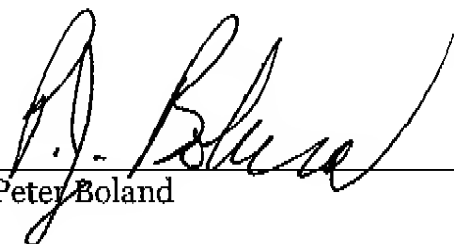
JAMES T. HODGES
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

VERIFICATION

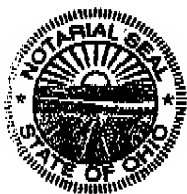
Comes now Peter Boland and states that he has read the foregoing Complaint and the statements made therein are true and correct to the best of his knowledge and belief.



Peter Boland

State of Ohio)
)
County of Hamilton)

Sworn to and acknowledged before me, this 28th day of January, 2012 by Peter Boland.



JAMES T. HODGES
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public



PROMISSORY NOTE

\$150,000.00

Cincinnati, Ohio

For value received, the undersigned Christopher Technologies, LLC, an Ohio limited liability company ("Obligor"), promises to pay to Peter J. Boland, Corey Jordan, & Bob Prangley, (jointly the "Payee") at such place as the Payee may designate in writing, the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) plus interest fee amounting to FORTY FIVE THOUSAND DOLLARS (\$45,000.00). No payments of principal and/or interest shall be due and payable until June 30, 2010 ("Maturity Date"), at which time the full sum of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000.00) shall be due and payable. If all amounts due hereunder have not been paid on or before the Maturity Date, the Obligor shall issue Payee one Unit of Membership Interest in the Company pursuant to the terms of the Agreement executed between the parties of even date herewith to satisfy the obligation of the Note.

The Company hereby acknowledges that the Payee may convert this Note to one (1) Unit of Membership or 2.08% ownership interest, at their option and at any time prior to June 30, 2010. If Payee exercises the Conversion Option, the Company shall transfer to Payee one (1) Unit of Membership Interest in the Company, regardless of the value of one (1) Unit of Membership at that time and number of Units then issued. The Payee and the Company hereby acknowledge that one (1) Unit of Membership Interest in the Company has a current fair market value of One Hundred Fifty Thousand Dollars (\$150,000.00) and the issuance of any such one (1) Unit of Membership shall be considered in full satisfaction of the Company's principal obligations under the Note. Any accrued interest as of the date of Conversion shall be paid within sixty (60) days of Maturity Date. As a condition to the conversion of the Note into a Unit, the Payee must also agree to be bound by, and the Unit shall be subject to, the terms and conditions of the Operating Agreement of the Company and Payee shall sign the most recent version of the Operating Agreement of the Company.

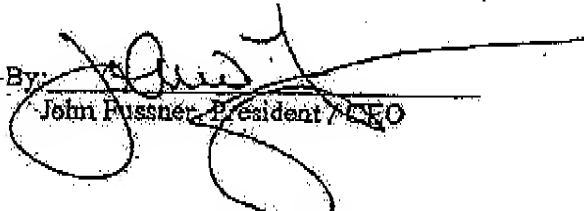
In the event of Default, it shall be at the payees option to accept either the membership interest equaling 2.08% ownership interest, plus interest; or repayment of the principal plus the full payment of interest.

Demand for payment, presentment, protest and notice of protest and of dishonor, and all other notice or demands whatsoever with respect to this note or the endorsement hereof are hereby waived. The rights and remedies given hereunder to the Payee are cumulative and in addition to those provided by law.

The Obligations hereunder shall be binding upon the Obligor, its successors and assigns.

This note has been delivered to Payee and accepted by Payee in the State of Ohio. If there is a lawsuit, Obligor shall submit to the jurisdiction of the Courts of Hamilton County, Ohio.

CHRISTOPHER TECHNOLOGIES, LLC

By: 
John Fussner, President / CEO

September 10, 2010

VIA OVERNIGHT MAIL AND/OR CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Mr. John Fussner
President/CEO
Christopher Technologies, LLC
6908 Ctr Day Road
Cincinnati, OH 45069

Re: Loans to Christopher Technologies, LLC

Mr. Fussner:

This letter concerns the obligations of Christopher Technologies, LLC (the "Company") owing to Messrs. Roland, Jordan and Prangley (collectively, the "Payees") under (i) a certain Loan Agreement (the "Loan Agreement") dated June 2008 and (ii) a certain Promissory Note dated June 30, 2008 (the "Note") in the original principal amount of \$130,000.

As you know, the Note matured on June 30, 2010 and is currently due and payable in full. As a result, the Payees demand payment in full of all obligations, due and owing under the Loan Agreement and the Note, including but not limited to principal, interest, fees and expenses. Such demand is effective immediately. As of the date hereof, the outstanding principal balance of, and accrued interest under the Loan Agreement and the Note is not less than \$195,000. Interest, along with costs, fees and expenses, will continue to accrue after today.

Failure to pay the required amount of \$195,000 on or before September 20, 2010 may result in the immediate commencement of legal action against the Company. However, nothing in this letter should be construed so as to limit the Payees from taking any action prior to that date which is authorized by the Loan Agreement and the Note or applicable law if, in their sole and absolute discretion, they deem that circumstances warrant such action. Furthermore, if the Payees receive any payments after this date, such payments will be applied against the total outstanding accelerated debt and the application of such payments will not cure your default.

Time is of the essence of this Demand. Govern your conduct accordingly.

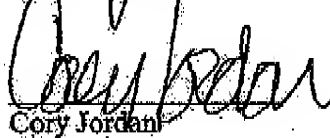
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Mr. John Fussner
September 8, 2010
Page 2

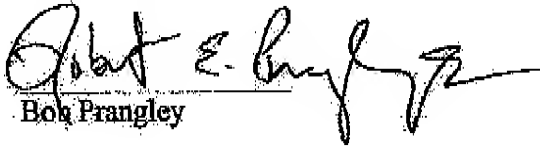
Sincerely,



Peter J. Boland



Cory Jordan



Bob Prangle

cc: Ronald E. Gold, Esq. (Frost Brown Todd LLC)



(1)

From: Scott Michael <smichael@ctcn.net>
To: klotterbldr@aol.com
Subject: info
Date: Tue, Jan 11, 2011 10:17 am

Scott D. Michael
Michael Farms Inc.
5089 Urbana Moorefield Rd.
Urbana, Ohio 43078
(937) 484-3573
(937) 484-3720 fax
(937) 605 1692 cell

Attached Message

From: Chip DeMois <chip@crtresources.com>
To: tmichael@michaelfarms.com; kmichael@michaelfarms.com; smichael@ctcn.net
Subject: Emailing: TML Consulting
Date: Thu, 25 Feb 2010 19:02:48 -0500

Gentlemen:

Please review and sign the attached Ownership Agreement. Please fax it to 513-759-2497.

The wiring instructions for TML are as follows:

US Bank Routing #: 042000013

Account #: 130104971697

Name on Account: TML Consulting, LLC.

If you have any questions, please call Tom at 513-509-2020.

Congratulations,

V. R. Chip DeMois, Jr.
CEO
TML Consulting, LLC.
5100 Shattuc Avenue
Cincinnati, OH 45208

The message is ready to be sent with the following file or link attachments:

TML Consulting

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Received: from mail.ppcserver.net (cp.ppcserver.net [209.173.135.195])
by mx0.av-mx.com (Postfix) with ESMTP id 3DC7ED0087

(2)

Ownership Agreement

This Ownership Agreement is made and effective February 26, 2010.

BETWEEN: TML Consulting LLC, a company organized and existing under the laws of the State of Ohio with its office located at 5100 Shattuc Avenue, Cincinnati, Ohio 45208,

AND: Michael Farms, Inc., a company organized and existing under the laws of the State of Ohio with its office located at 5089 Urbana-Moorefield Road, Urbana, Ohio 43078,

WHEREAS: For consideration of \$1,000,000, Michael Farms, Inc. will acquire a 10% Ownership in TML Consulting, LLC.

Payment shall be made in two installments, \$500,000 upon receipt and signature to this Agreement and \$500,000 due and payable within 180 days of the effective date of this Agreement.

In the event of a sale or liquidation of TML Consulting, LLC, Michael Farms, Inc. shall have a preference option to liquidate its ownership before any other owner. This is in addition to any normal cash distributions that will occur through major corporate accomplishments that generate cash, through the sale of a portfolio company or an IPO of any portfolio company.

AGREED AND ACCEPTED:

Michael Farms, Inc.

TML Consulting, LLC.

By: _____

By: 

Its: _____

Its: 

5100 Shattuc Avenue, Cincinnati, Ohio 45208
(513) 509-2020 - Fax: (513) 759-2497 - tmllysaght@aol.com



Name: Walter I. R. A.

Accredited?: _____

TML CONSULTING, LLC
SUBSCRIPTION DOCUMENTS

HOW TO SUBSCRIBE:

In order to subscribe for Units, each prospective investor should complete, sign, and deliver all of the following documents or items to a representative of TML Consulting, LLC:

- (1) Investor Questionnaire [attached],
- (2) Signature Page to Subscription Agreement [attached], and
- (3) Check in full payment of the purchase price for all Units subscribed, payable to TML Consulting, LLC

**TML CONSULTING, LLC
INVESTOR QUESTIONNAIRE**

TML Consulting, LLC, an Ohio limited liability company (the "Issuer"), intends to offer to suitable and qualified investors the opportunity to purchase membership interests ("Units"). Prior to investing in the Issuer, each potential investor must be qualified as to his or her ability to undertake an investment in the Issuer and as to his or her capacity to evaluate the merits and risks of such an investment. For that reason, the Issuer requests that each potential investor complete, execute, and date appropriately the following questionnaire.

**EACH INDIVIDUAL OFFEREE OR TRUSTEE OF A TRUST MUST COMPLETE
THIS SECTION:**

1. Name: THOMAS E. WALTER
2. Age: 52
3. Principal Residence Address: 6667 ELLIOT AVE.
CINCINNATI, OHIO 45243
4. Business Address: 6667 ELLIOT AVE.
CINCINNATI, OHIO 45243
5. To which address should notices be sent? SAME
6. Home Phone: 513-791-1921
7. Business Phone: 513-791-0908
8. Social Security No. or Tax ID. No.: 2 - 5 - 5688
9. Are you a U.S. citizen? YES
10. Other Business Connections (Service on Board of Directors, etc.):
NONE

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Files\Content.IE5\S31GZZE5\CINCINNATI-706632-v1-TML_General_
_Subscription_Agreement[1].DOC

**ALL CORPORATE, PARTNERSHIP, OR TRUST OFFEREES *MUST* COMPLETE
THIS SECTION:**

11. Name of corporation, partnership, or trust: _____
12. Business Address: _____

13. Telephone Number: _____
14. Taxpayer ID No.: _____
15. Nature of Business: _____
16. State of Organization or Incorporation: _____
17. Location of Principal Office (if different from above): _____

18. Was this organization formed specifically to acquire an interest in the Issuer?
Yes ☐ No ☐
19. Does this organization have total assets in excess of \$5,000,000?
Yes ☐ No ☐
20. If this organization is a trust, please complete the following:
- (a) Is the trust directed by a person who (i) has knowledge and experience in financial and business matters and (ii) is capable of evaluating the merits and risks of an investment in the Issuer?
Yes ☐ No ☐

27

**EACH INDIVIDUAL PURCHASER AND EACH STOCKHOLDER AND/OR PARTNER
IN A CORPORATE OR PARTNERSHIP OFFEREE
MUST COMPLETE THIS SECTION:**

21. Indicate the amount of your net worth *exclusive* of the value of your principal residence, home furnishings, and automobiles:

- ☐ \$1,000,000 and over
☐ \$750,000 to \$999,999
☒ \$150,000 to \$749,999
☐ less than \$150,000

22. Does your net worth, *jointly* with your spouse and *inclusive* of the value of your principal residence, home furnishings, or automobiles, exceed \$1,000,000?

Yes ☐

No ☒

23. Does the cost of your investment in the Issuer exceed ten percent (10%) of your net worth?

Yes ☒

No ☐

24. Did you have an individual gross income in excess of \$200,000 in:

2006?

Yes

☐

No ☒

2007?

Yes

☐

No ☒

25. If you are married, did you and your spouse have a joint income in excess of \$300,000 in:

2006?

Yes

☐

No ☒

2007?

Yes

☐

No ☒

26. What do you reasonably expect your individual gross income to be in 2008?

120,000

ALL OFFEREEES MUST COMPLETE THIS SECTION:

27. Do you feel you have sufficient knowledge of cash flow investments in general, and investments similar to that offered by the Issuer in particular, to evaluate the risks associated with investing in the Issuer?

Yes ☐ No ☐

28. Please describe your prior investment experience. Qualified Retirement / Brokerage

29. Will any of the money you invest in the Issuer be borrowed from lenders outside of the United States?

Yes ☐ No ☒

If so, how much? _____

30. Have you been furnished a copy of all documents relating to the Issuer requested by you?

Yes ☒ No ☐

31. Have you read them? Yes ☒ No ☐

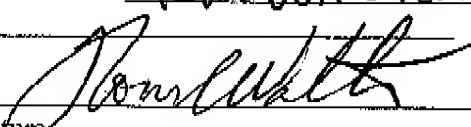
32. Do you understand that you will not be able to resell any Units you purchase for a period of at least two (2) years and then only if an exemption from registration is available or the Units are registered under the federal securities laws and applicable state securities laws?

? Yes ☐ No ☐

33. Of what country are you a citizen? USA

34. In what name(s) do you wish for your Units to be registered? TOM WALTER

10 | 15 | 08
Date executed


Signature

TOM WALTER
Please print your name

N/A
Title and the name of the entity on whose behalf you are signing (for offerees other than individuals)

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Files\Content.IE5\S31GZZE5\CINCINNATI_706632-v1-TML_General_
_Subscription_Agreement[1].DOC

TML CONSULTING, LLC

SUBSCRIPTION AGREEMENT

By execution hereof, the undersigned offers to purchase membership interests ("Units") of TML Consulting, LLC, an Ohio limited liability company (the "Issuer").

The undersigned hereby tenders this Subscription Agreement for Units representing 1.2 % of all membership interests outstanding on the date hereof for \$ 60,000 and promises to pay for such Units by payment directed to the Issuer.

The undersigned agrees that this offer is irrevocable, and that the Issuer may, in its sole discretion, decline to accept this offer in whole or in part, in which case these tendered funds and materials will be returned promptly. The undersigned further understands that if this offer to acquire Units is accepted, the Issuer will signify such acceptance by executing this Subscription Agreement and returning a copy of the mutually-executed Subscription Agreement to the undersigned, and that such acceptance will be effective when mailed.

The undersigned represents and warrants that in making his or her decision to invest in the Units, he or she has relied solely upon the information and statements contained in documents provided to him or her by the Issuer, and has not relied upon any other statements or information, whether written or oral. The undersigned understands that much of such information cannot be guaranteed.

The undersigned understands that the Units have not been registered under the Federal Securities Act of 1933, as amended (the "Act"), or under the securities laws of any jurisdiction, and that the Units are being offered and sold pursuant to exemptions from registration under Section 4(2) of the Act and/or Regulation D thereunder, and from applicable state laws. The undersigned further understands that this transaction has not been reviewed by, passed on, or submitted to the Securities and Exchange Commission (the "SEC"), nor has that agency or any other agency made any finding or determination as to the fairness of this investment, nor any recommendation or endorsement of the Units. Accordingly, the undersigned further represents and warrants to the Issuer that:

1. The principal residence of the undersigned set forth in the Investor Questionnaire is the true and correct principal residence of the undersigned, and the undersigned has no present intention of becoming a resident of, or moving to, any other state or jurisdiction.
2. All representations made in the Investor Questionnaire concerning net worth and income are true and correct.
3. The undersigned understands that: (i) The Units constitute a speculative investment involving a high degree of risk of loss by the undersigned of his or her investment therein, and (ii) there are substantial restrictions on the transferability of the Units. The undersigned also understands that the Issuer may refuse to permit certain transfers of the Units and will refuse to permit any attempted transfer that, in its sole opinion, would be inconsistent with the undersigned's acquisition of the Units for investment, that might violate the Act or any other securities law of the United States or any other jurisdiction, that there will be no market for the Units; and, accordingly, it may not be possible for the undersigned to liquidate his or her investment in the Issuer in case of emergency.

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4. The undersigned is able: (i) To bear the complete loss of this investment, and (ii) to hold the Units for an indefinite period of time. The undersigned represents that he or she has adequate means of providing for his or her current needs and possible personal contingencies and that he or she has no need for liquidity in this particular investment.

5. The undersigned has such knowledge and experience in financial and business matters that he or she is able to understand the risks in any investment in the Issuer. The undersigned acknowledges that he or she has been advised to discuss this investment with his or her legal or other professional advisors, or with other investment representatives who have knowledge of business and financial matters. If the undersigned has not done so it is because, in his or her opinion, he or she is personally capable of evaluating the investment and the Issuer and does not need the advice of other persons. The undersigned and, to the extent deemed necessary by him or her, any of the persons mentioned above have been afforded the opportunity to ask questions concerning the investment and the Issuer of officers of the Issuer and have been furnished with such information with respect to the Issuer and its proposed operations as the undersigned has requested to the undersigned's satisfaction.

6. The Units are being acquired for the undersigned's own personal account for investment and not with a view toward dividing his or her interests therein with others or reselling or otherwise disposing of all or any part of the same, or toward the distribution thereof within the meaning of the Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or applicable securities laws of any other jurisdiction (which, together with the Act and the Exchange Act, are hereinafter referred to as the "Securities Laws").

7. The undersigned understands and agrees that the Issuer may, in its sole discretion, make such inquiry into the circumstances of any proposed offer, sale, transfer, pledge, hypothecation or other disposition of said Units as it deems necessary to assure that the same is consistent with his or her acquiring or having acquired said Units for investment. Further, the Issuer may refuse to permit any proposed offer, sale, transfer, pledge, hypothecation or other disposition if in its sole opinion, in the opinion of its counsel, there is doubt that such proposed offer, sale, transfer, pledge, hypothecation or other disposition is consistent with such investment intent or that such proposed offer, sale, transfer, pledge, hypothecation, or other disposition would or might materially and adversely affect the Issuer.

8. The undersigned agrees and acknowledges that the undersigned may not shall sell, assign, encumber, pledge, transfer, hypothecate, or otherwise dispose of any of the Units now owned or hereafter acquired by the undersigned except in accordance with the terms hereof. In the event the undersigned desires to sell, assign, encumber, pledge, transfer, or otherwise dispose (hereinafter a "Sale" or "Sell") of all or any part of any Units, he or she shall first offer in writing to Sell such Units to the Issuer at the same price and on the same terms as offered to the proposed third party purchaser. If all or any part of said offered Units is not purchased by the Issuer within thirty (30) days after the receipt of such offer, and in the event the offering party still desires to Sell such unpurchased Units, he or she may then Sell to the proposed third party purchaser the remaining Units which were offered for sale to the Issuer and not purchased by it; provided, however, that the offering party shall not Sell said Units to the proposed third party purchaser at a price, or upon terms, different from those offered to the Issuer.

9. The undersigned hereby exonerates and agrees to indemnify and hold harmless the Issuer, its managers, officers, directors, attorneys, and other agents and members against and from all claims, suits, obligations, liabilities, and damages, including attorneys' fees, however and whenever arising, resulting from any actual or attempted offer, sale, transfer, pledge, hypothecation or other disposition of said Units by him or her or any subsequent holder of record thereof; any violation of the Securities Laws

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in connection with any of the foregoing; any allegation or investigation as to any of the foregoing; or any such violation by him or her of any term or provision of this Subscription Agreement.

10. The undersigned understands that the Issuer is expressly relying on the truth and accuracy of the representations, declarations, and warranties made by the undersigned in this Subscription Agreement and the Investor Questionnaire attached hereto in offering the Units for sale to the undersigned and in determining the availability of certain exemptions under applicable Securities Laws.

11. If the undersigned is a corporation, partnership, trust, employee benefit plan, individual retirement account, Keogh plan, or other tax-exempt entity, it is authorized and qualified to become a limited partner in, and authorized to make its capital contribution to, the Issuer, and the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so.

12. If the undersigned is, or is acting on behalf of, a Keogh or corporate pension or profit-sharing plan, or an individual retirement account, the undersigned represents and warrants to the Issuer that to the best of the undersigned's knowledge the undersigned's investment in the Units will not result in a prohibited transaction as defined in Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986.

13. If the undersigned is, or is acting on behalf of, an employee benefit plan as defined in ERISA ("Plan"), the undersigned fiduciary or Plan represents and warrants to the Issuer that:

(a) The Plan's commitment to purchase Units does not, in the aggregate, constitute more than 10% of the fair market value of the Plan's assets;

(b) The undersigned fiduciary or Plan has considered the following items with respect to the Plan's proposed investment in the Issuer and has determined that, in view of such considerations, the purchase of Units is consistent with the undersigned fiduciary's or Plan's fiduciary responsibilities under ERISA:

(i) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the undersigned fiduciary or Plan manages;

(ii) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the undersigned fiduciary or Plan to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;

(iii) the composition of that portion of the portfolio that the undersigned fiduciary or Plan manages with regard to diversification;

(iv) the liquidity and current rate of return of that portion of the portfolio managed by the undersigned fiduciary or Plan relative to the anticipated cash flow requirements of the Plan;

(v) the projected return of that portion of the portfolio managed by the undersigned fiduciary or Plan relative to the funding objectives of the Plan; and

(vi) the risks associated with an investment in the Issuer and the fact that members of the Issuer generally will not be able to dispose of Units until the end of two

(2) years following the acquisition thereof or transfer their Units without the consent of the Issuer;

(c) The undersigned fiduciary or Plan: (i) is responsible for the decision to invest in the Units; (ii) is independent of the Issuer; (iii) is qualified to make such investment decision; and (iv) in making such decision, the undersigned fiduciary or Plan has not relied primarily on any advice or recommendation of the Issuer or any of its affiliates; and

(d) The Issuer has been appointed as a named fiduciary of the undersigned Plan.

The foregoing representations, warranties, and undertakings are made by the undersigned with the intent that they be relied upon by the Issuer in determining his or her suitability as an investor in the Issuer. The undersigned hereby agrees that such representations and warranties shall survive his or her becoming a member of the Issuer. The undersigned further agrees to indemnify and hold harmless the Issuer, its managers, officers and directors, attorneys, agents, and each other member from any damages, claims, expenses, losses, or actions resulting from the untruth of any of the warranties and representations contained in this Subscription Agreement.

The undersigned agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that any assignment and transfer of the securities acquired pursuant hereto shall be made only in accordance with this Subscription Agreement, and all then-applicable Securities Laws.

[Remainder of page intentionally blank]

X

**SUBSCRIPTION AGREEMENT
TML CONSULTING, LLC**

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be executed himself or herself, or by its duly authorized representative, on this 10th day of OCT. 2008.

SUBSCRIBER:

x Signature

THOMAS WALTON
Please print your name

Owner
Title and the name of the entity on whose behalf
you are signing (for offerees other than individuals)

Accepted for
TML CONSULTING, LLC

By: THOMAS LYSAGHT

Title: PRINCIPAL

Thomas M. Lysaght
Principal

Strategic Planning
For Businesses

CTML
Consulting, LLC

5100 Shattuc Ave.
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513.509.2020 Direct
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